

## REMARKS

### I. Introduction

Currently, claims 1-21 and 26-36 are pending in the present application with claims 1, 16, 26, 32 and 33 being independent claims. In a September 25, 2007, Office Action (herein "Office Action"), claims 1-14, 16, 18-20, 26, 28 and 32-35 were rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Publication No. 2002/0013767 A1 to Katz (hereinafter "Katz") in view of U.S. Patent No. 5,950,179 to Buchanan et al. (hereinafter "Buchanan"). Further, claims 15, 17, 21 and 36 were rejected under 35 U.S.C. § 102(a) as anticipated by Katz, Buchanan, and in further view of an Official Notice. Still further in the Office Action, claims 27 and 29-31 were rejected under 35 U.S.C. § 102(a) as anticipated by Katz, Buchanan and in view of U.S. Publication No. 2001/0034663 to Teveler et al. (hereinafter "Teveler"). Applicant has amended claim 33 and claim 35 has been cancelled without prejudice.

Applicant respectfully submits that the rejected claims of the present application are not anticipated or obvious over the cited and applied references because Katz, Buchanan, or Teveler, either alone in combination, fail to teach or suggest an account secured by deposited funds, but unsecured by credit information. Prior to discussing more detailed reasons why applicant believes that all the claims of the present invention are allowable, a brief description of the present invention and the primary cited reference are presented.

#### a. Summary of the Present Invention

The present invention relates to methods and systems for transferring funds. In an exemplary embodiment, an account is established via a client coupled to a computer network, depositing funds into the account, and withdrawing from the account. The account is a modified

unsecured account established via the client coupled to a public accessible global computer network. The account is secured by deposited funds, but unsecured by credit information.

b. Summary of U.S. Publication No. 2002/0013767 A1 to Katz

Katz is purportedly directed toward a system for facilitating open electronic commerce and implementing secure money transfers for financial transactions as an alternative medium of economic exchange to cash, checks and debit cards and electronic funds transfer. In accordance with the teachings of Katz, both a seller and buyer must establish an account to use the system. An account is established through electronic letters of credit or encumbrances that are applied to the account and verified. Once the secured accounts are verified, the transaction can proceed.

Nevertheless, Katz fails to teach an unsecured account. Further, Katz fails to teach an account secured by deposited funds, but unsecured by credit information.

c. Summary of U.S. Patent No. 5,950,179 to Buchanan et al.

Buchanan is purportedly directed to a method for issuing a credit card to a customer who has difficulty qualifying for unsecured credit or who requests a secured credit card. In accordance with the teachings of Buchanan, the candidate for the credit card indicates that he or she wishes to receive a credit card and agrees to make a deposit on a savings account. In a verification step, the application processing system verifies that the candidate's name and social security number and other identifying information are accurate. If the application processing system cannot verify the information or indicates that the candidate has falsified information, then the candidate is refused a credit card in a decline customer step. Otherwise, the account is approved and an advance credit card is printed and issued to the next customer. Thus, the credit card is issued to the customer after receipt of the promise to make a security deposit, but before the deposit is actually made.

Regardless, Buchanan fails to teach or suggest an account secured by deposited funds, but unsecured by credit information.

d. Summary of U.S. Publication No. 2001/0034663 to Teveler et al.

Teveler is purportedly directed to a system and method for providing a buyer with a discount on the purchase of commodities, such as goods, services, or capital, by tying the original transaction to the long term purchase of goods or services from one or more commodity providers.

Nevertheless, Teveler fails to teach or suggest an account secured by deposited funds, but unsecured by credit information.

II. The Claims Distinguished

a. Rejections under 35 U.S.C. § 103(a)

Claims 1-14, 16, 18-20, 26, 28 and 32-35 were rejected under 35 U.S.C. § 103(a) as unpatentable over Katz in view of Buchanan. Claim 35 has been cancelled without prejudice.

i. Claims 1, 16 and 32

For purposes of this discussion, independent claims 1, 16 and 32 will be discussed together because the limitations discussed herein are similar for each claim. Claim 1 reads as follows:

1. A method for transferring funds, comprising:

establishing an account via a client coupled to a global network;

depositing funds into said account; and

withdrawing funds from said account;

wherein said account is secured by said deposited funds, but unsecured by credit information.

Claim 16 reads as follows:

16. A method for transferring funds, comprising:

- establishing an account;
- depositing funds into said account;
- receiving a prepaid debit card encoded with information corresponding to said account; and
- withdrawing funds from said account utilizing said debit card;

wherein said account is secured by said deposited funds but unsecured by credit information, and is remotely established via a client coupled to a public accessible global computer network.

Claim 32 reads as follows:

32. Computer readable media having instructions stored thereon, which when executed by a computing device, cause the computing device to perform a method comprising the steps of:

- establishing an account via a client coupled to a global network;
- depositing funds into said account; and
- withdrawing funds from said account;

wherein said account is secured by said deposited funds, but unsecured by credit information.

As recited above, claims 1, 16 and 32 recite “wherein said account is secured by said deposited funds but unsecured by credit information.” Applicant agrees with the Examiner that Katz does not teach an account secured by deposited funds, but unsecured by credit information. Office Action, page 2.

Furthermore, Applicant respectfully submits that Buchanan also fails to teach or suggest an account secured by deposited funds, but unsecured by credit information. Buchanan teaches

that a candidate for a credit card must be verified through the candidate's name and social security number and other identifying information. Buchanan, col. 3, lines 13-14. Buchanan further teaches that once the candidate is verified, a credit card is issued to the candidate after receipt of the promise to make a security deposit, but before the deposit is actually made. Col. 3, lines 24-28. Because the customer has immediate access to a credit card, the customer is more likely to make a deposit to retain the credit card and obtain the benefits of the secured credit card. Col. 2, lines 51-56. Thus, Buchanan corresponds to securing a credit card through a candidate's identifying information (e.g. name, social security number, and other identifying information) and not through deposited funds. Therefore, Buchanan does not contemplate the implementation of an account secured by deposited funds, but unsecured by credit information.

Generally described, under 35 U.S.C. § 103(a), a *prima facie* case of obviousness can be established only if the cited references, alone or in combination, teach each and every element recited in the claim. *In re Bell*, 991 F.2d 781 (Fed. Cir. 1993). Katz and Buchanan, alone or in combination, fail to teach or suggest an account secured by deposited funds, but unsecured by credit information securing. For the above reasons, applicant respectfully requests withdrawal of the 35 U.S.C. § 103(a) rejection of claims 1, 16 and 32 and assert that claims 1, 16 and 32 are patentable under 35 U.S.C. § 103(a) over Katz and Buchanan.

ii. Claim 26

Claim 26 reads as follows:

26. A system for transferring money, comprising  
a network;

a client coupled to said network;  
a server coupled to said network; and  
a funds transfer application on said server;

wherein an unsecured account is established on said server utilizing said funds transfer application, and via said client;

wherein said unsecured account is secured by deposited funds.

As recited above, claim 26 recites “wherein said unsecured account is secured by deposited funds.” Applicant agrees that Katz does not teach “wherein said account is secured by said deposited funds, but unsecured by credit information.” Office Action, page 2. For the reasons presented in the discussion for claims 1, 16 and 32, Katz and Buchanan, alone or in combination, fail to teach or suggest securing an account by depositing funds. Thus, applicant respectfully requests withdrawal of the 35 U.S.C. § 103(a) rejection of claim 26 and asserts that claim 26 is patentable under 35 U.S.C. § 103(a) over Katz and Buchanan.

iii. Claim 33

Claim 33, as amended, reads as follows:

33. A method of transferring funds, comprising:

remotely establishing an unsecured account having an account identifier and password, via a client coupled to a public accessible global computer network; and

remotely funding said unsecured account by depositing funds via a client coupled to a public accessible global computer network;

wherein said account is secured by said deposited funds, but unsecured by credit information;

withdrawing funds from said unsecured account from a remote location up to the amount deposited into said unsecured account by providing said account identifier and said password, wherein those funds requested are released to a person presenting said account identifier and password.

As amended, claim 33 recites “wherein said account is secured by said deposited funds, but unsecured by credit information.” Applicant agrees that Katz does not teach an “unsecured account.” Office Action, page 5. For the reasons presented in the discussion for claims 1, 16 and 32, Katz and Buchanan, alone or in combination, fail to teach or suggest an account secured by deposited funds, but unsecured by credit information. Thus, applicant respectfully requests withdrawal of the 35 U.S.C. § 103(a) rejection of claim 33 and asserts that claim 33 is patentable under 35 U.S.C. § 103(a) over Katz and Buchanan.

iv. Claims 2-14, 18-20, 28, 34 and 36

Claims 2-14 are dependent on claim 1. Claims 18-20 are dependent on claim 16. Claim 28 is dependent on claim 26. Claims 34 and 36 are dependent on claim 33. Because a dependent claim carries each and every limitation of the claim it depends on, the references fail to teach the limitations as discussed above. Accordingly, for the above-mentioned reasons, claims 2-14, 18-20, 28, 34 and 36 are allowable over the cited art. In addition, claims 2-14, 18-20, 28, 34 and 36 further add to the patentability and nonobviousness of the present invention. For these reasons, applicant respectfully requests withdrawal of the § 103(a) rejections with regard to claims 2-14, 18-20, 28, 34 and 36 and allowance of the claims.

b. Rejections under 35 U.S.C. § 102(a)

Claims 15, 17, 21 and 36 were rejected under 35 U.S.C. § 102(a) as anticipated by Katz, Buchanan, and in view of an Official Notice. Further in the Office Action, claims 27 and 29-31 were rejected under 35 U.S.C. § 102(a) as anticipated by Katz, Buchanan and in view of Teveler.

A 35 U.S.C. § 102 rejection typically has only one reference. MPEP 2131.01. A 35 U.S.C. § 102 rejection has been held proper when the extra references cite to: (A) prove the

primary reference contains an "enabled disclosure;" (B) explain the meaning of a term used in the primary reference; or (C) show that a characteristic not disclosed in the reference is inherent. Applicant respectfully requests that the Examiner has erred by bringing a rejection under 35 U.S.C. §102 as more than one reference has been used that does not satisfy MPEP 2131.01. Nevertheless, applicant has analyzed the rejection under 35 U.S.C. § 102.

i. Claims 15, 17, 21 and 36

Claim 15 is dependent on claim 1. Claims 17 and 21 are dependent on claim 16. Claim 36 is dependent on claim 31. Because a dependent claim carries each and every limitation of the claim it depends on, the references fail to teach the limitations as discussed above. Accordingly, for the above-mentioned reasons, claims 15, 17, 21 and 36 are allowable over the cited art. In addition, claims 15, 17, 21 and 36 further add to the patentability and nonobviousness of the present invention. For these reasons, applicant respectfully requests withdrawal of the § 102(a) rejections with regard to claims 15, 17, 21 and 36 and allowance of the claims.

ii. Claims 27 and 29-31

Claims 27 and 29-31 are dependent on claim 26. Because a dependent claim carries each and every limitation of the claim it depends on, the references fail to teach the limitations as discussed above. Accordingly, for the above-mentioned reasons, claims 27 and 29-31 are allowable over the cited art. In addition, claims 27 and 29-31 further add to the patentability and nonobviousness of the present invention. For these reasons, applicant respectfully requests withdrawal of the § 102(a) rejections with regard to claims 27 and 29-31 and allowance of the claims.



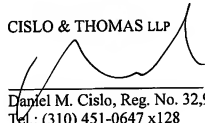
CONCLUSION

Based on the above-referenced arguments, applicants respectfully submit that all pending claims of the present application are patentable and allowable over the cited and applied references. Because the cited and applied references fail to teach an account secured by deposited funds, but unsecured by credit information, applicant respectfully requests withdrawal of the rejections of the claims and allowance of the present application.

If any questions remain, applicants request that the Examiner contact the undersigned at the telephone number listed below. It is not believed that any fees are due; however, in the event any fees are due, the Examiner is authorized to charge Applicant's Attorney's Deposit Account No. 03-2030.

Respectfully submitted,

CISLO & THOMAS LLP



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DMC:ACF:mms

~~Enclosure~~

**Acknowledgement Postcard**

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